

## CONTRACT FOR EMERGENCY USE OF SCHOOL BUS

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **City of Lincoln**, Nebraska, hereinafter "City," and **Lancaster County School District 55-0001, a/k/a Lincoln Public Schools**, hereinafter referred to as "LPS."

WHEREAS: Nebraska state laws 79-601 and 13-1208 and other laws authorize the School District and the City to enter into a contract for the emergency use of school buses for emergency evacuation of members of the public by qualified law enforcement personnel as such situation is an emergency or crisis situation that poses a threat to the health, safety, or well-being of the individuals to be evacuated; and

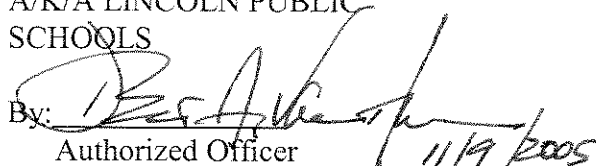
WHEREAS: The City and LPS desire to have such a contract in place in the event of a need for such use of school buses.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements hereinafter contained, the City and LPS do hereby agree as follows:

1. PERMITTED USE. LPS agrees to permit the City the use of such school buses as the City may require for emergency evacuation of members of the public by qualified law enforcement personnel of the City; provided that such use not cause LPS to lack sufficient buses to provide transportation for its students. The determination of the existence of such an emergency situation is to be determined jointly by the administration for LPS and the City. The City shall use the buses for emergency evacuation of those persons affected by an emergency or crisis situation within the terms permitted by law. Drivers of the buses shall have the required licensure (CDL minimum) and training to safely operate the buses. The City shall return the buses to LPS in good clean condition ready for transporting of children. The City shall assure that liability insurance exists for the transportation at the same coverage level it maintains on its own buses and agrees to hold the District, its Board, Board members, employees and agents harmless and to fully indemnify and defend same from all damages or claims for damages, costs, or expenses in law or equity arising out of or in any way resulting from this Contract unless caused by the negligent act or omission of District or of its Board members, employees or agents.

2. PAYMENT. The City shall pay for and be liable for the costs of maintenance, operation, insurance, and other reasonable expenses incurred in the use of such buses. Within 30 days of the City's use of the school buses, LPS shall determine the amount of such costs and submit an invoice to the City, which shall be paid within 30 days of receipt of such invoice.

3. TERMINATION. Either party may terminate this Contract without cause on thirty (30) days written notice to the other (LPS to the Mayor; City to the Superintendent).

<p>LANCASTER COUNTY SCHOOL DISTRICT 55-0001, A/K/A LINCOLN PUBLIC SCHOOLS</p> <p>By:  Authorized Officer</p> <p>11/19/2005</p>	<p>CITY OF LINCOLN</p> <p>By: _____ Authorized Officer</p>
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